Bruhat Bangalore Mahanagara Palike

REQUEST FOR PROPOSAL (RFP)

FOR

Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits Package 1B (Reserved of ST Community)

OFFICE OF THE EXECUTIVE ENGINEER-5
SOLID WASTE MANAGEMENT DIVISION
BBMP, BENGALURU
Email id: ee6swm@gmail.com

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE-5 /SWM/TEND/03/2022-23/Call-3

O/o Executive Engineer-5
Solid Waste Management
BBMP, N.R.Square,
Bengaluru – 560 002
Dated:19.06.2024

INVITATION FOR TENDER (IFT)
TENDER NOTIFICATION (Through Government of Karnataka KPP portal only)
Call-3

Bruhat Bengaluru Mahanagara Palike (BBMP) proposes to **"Construction of SHE Toilets under Design, Finance, Build, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits".** BBMP is concerned to promote better toilet facilities to the women populace, It is proposed to construct 100 units of women friendly toilets at various locations in BBMP limits. The design of the toilets proposed under the above model would consist of the feeding room/rest room/changing room, Washrooms, Sanitation room with charging accessories, Sanitization room (Vending Machine) , Automatic Sensor Machine, Feedback Machine & SOS facilities. The agency is allowed to display the advertisement on wall of the toilet where space/dimension is mentioned in the bidder document.

The Executive Engineer-5, SWM Division, BBMP, Bengaluru on behalf of the Chief Commissioner, BBMP invites competitive bids from reputed firm /Agencies for "Construction of SHE Toilets under DFBOT Model in BBMP Limits". The package details are as under below.

Sl. No	Name of the Work	No of Toilets	Bid Security	Remarks
1	Construction of SHE Toilets under PPP Model in BBMP Limits. Package-1B	07	1.34	Reserved of ST Community

Note:-

1. The successful bidder shall be responsible for designing, Engineering, Financing, Procurement, Construction, Operation and Maintenance of the Project under and in accordance with the provisions of a duration dynamic model under advertisement rights where concession agreement to be entered into between the successful bidder and the BBMP.
2. The design cost, construction cost, operating & Maintenance cost of the entire structure which includes water charges, Electricity charges, Back-up power, janitor payouts, repairs and Maintenance including all the applicable charges etc., shall be borne by the Agency.

3. The tender will be awarded based on the "Least Period" offered by the Concessioner to the BBMP.
4. The Bid Document can be downloaded from the GOK **KPPP** Website www.kppp.gov.in Website.
5. Tender Processing fee and EMD should be made through **KPP** portal only using any of the following four modes of e-payment.
   - Credit Card
   - Direct Debit
   - National Electronic Fund Transfer (NEFT)
   - Remittance of the bank counter (OTC)
6. The Bruhat Bengaluru Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.
7. The Tender will remain valid for 90 Days after the Deadline Date for Tender Submission.
8. Further Details of the Work can be obtained from the Office of the Executive Engineer-5, SWM Division, #408, 4th Floor, Annex Building–3, BBMP Head Office premises, N.R Square, Bengaluru-560 002 till last date of queries.
9. Any Amendments to this notification will be published in the GOK **KPPP** Website www.kppp.gov.in only.
10. Conditional tenders will not be accepted.
11. For Details, Registration and e – Payment, visit GOK KPPP Website www.kppp.gov.in or contact KPPP Helpdesk at 080 – 25501216 / 25501217.

Calendar of Events:

- RFP documents can be downloaded from **21.06.2024**, 16.00 hrs onwards.
- Last date for queries submission **01.07.2024** upto 17.30 hrs.
- Pre-bid meeting **date:02.07.2024** on 15.30 hrs at O/o Chief Engineer, SWM, 4th floor, Annex-3, NR Square, BBMP Bangalore-560002
- Last Date for submission of Bid Document is **23.07.2024** up to 16.00 hrs.
- Date of opening of Technical bid is **24.07.2024** after 16.30 hrs.
- Date of Opening of Financial Bid is after approval to technical bid by the competent authority.

-Sd-
Executive Engineer-5
Solid Waste Management
Bruhat Bengaluru Mahanagara Palike

A. Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of BBMP is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by BBMP, to the prospective Bidder or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Bidder is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BBMP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

BBMP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that BBMP is bound to select a Bidder or to appoint the Selected Bidder for the contract work and BBMP, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

BBMP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BBMP, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and BBMP, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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B. Key Dates

As per tender details available on https://www.kppp.gov.in

Note: *The above Key Dates are indicative; BBMP shall change the Key Dates as per their requirements. In case of any amendment, the responsibility lies with the Bidder to visit*https://www.kppp.gov.in *regularly and BBMP shall have no responsibility for any delay/omission on part of the Bidder.*

C. Instruction to Bidders for KPP Portal

KPP Portal:

- For participation in KPP Portal module of BBMP, it is mandatory for prospective Bidders to get registered on the website https://www.kppp.gov.in. Therefore, it is advised to all prospective Bidders to complete the registration process by making on line payment of registration fees at the earliest.

- Tender documents can be downloaded from website https://www.kppp.gov.in. However, the bids of only those Bidders shall be accepted who have paid the cost of tender document *as mentioned in the* https://www.kppp.gov.in, without which bids will not be accepted.
- Service and gateway charges shall be borne by the Bidder.

- As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class I Contractor License holder shall be required to bid for all tenders solicited electronically. If the Bidder does not have such a certificate, it may be obtained from any of the registering authorities or registered certification authorities. Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. BBMP shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital signature certificate.

- If Bidder is bidding first time through KPP Portal, then it is obligatory on the part of Bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

- Bidders are requested to visit our KPP Portal website regularly for any clarifications and/or due date extension or corrigendum.

- BBMP shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.

- For any type of clarifications Bidder can visit https://www.kppp.gov.inand contact the help desk.

- Submission of EMD, Technical Proposal and Financial Proposal must be done online in accordance with the RFP document.

- Tenders received through the KPP Portal within the specified time shall only be opened on the date/time specified in Section B Key Dates. The prospective Bidder will upload scanned self-certified copies of requisite documents as required in KPP Portal process. The tenders received without pre-requisite EMD and tender cost shall not be accepted. The tender documents fees shall not be refunded.

Earnest Money Deposit (EMD)

Bidders are requested to submit the EMD of Rs.1.34 Lakhs as indicated in the KPP Portal along with the Technical Bid.

At the bidder's option, minimum of Rs.1,00,000/- to be paid through the e-payment and balance be in the form of either a letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank /International recognized bank; The original copy of the a letter of credit, a demand draft, or a bank guarantee shall be submitted to this office after closing of tender but before opening the technical bid. Even the bidder has to upload the above document as a part of technical bid document in e procurement portal.

Bidder can pay the Earnest Money Deposit (EMD) in the KPP Portal using any of the following payment modes:

a) Direct Debit
b) National Electronic Fund Transfer' (NEFT)

Submitted bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka's central pooling account held at the designated Bank. EMD amount will have to be submitted by the Bidder, considering the following conditions:

(i) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account at the designated Bank until the contract is closed.
(ii) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment.
(iii) For details on e-Payment services, refer to the KPP Portal for more details on the process.
(iv) Original Proposal (Technical Proposal and Financial Proposal) shall be prepared as per the RFP document
(v) An authorized representative of the Consultant shall digitally sign the Proposal in KPP Portal. The representative's authorization is to be confirmed by a written power of attorney accompanying the Proposal.
(vi) The Bidder shall submit the Proposals separately i.e., Technical and Financial electronically (online) in the Government of Karnataka KPP Portal.
(vii) Bidder has all the time to modify and correct or upload any relevant document in the portal before submission on KPP Portal according to the Submission Due Date.
(viii) No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.
(ix) Last date and time including hours, minutes and seconds for submission will be mentioned in the portal. The Bid will disappear automatically immediately after the time of submission is elapsed.
(x) After the deadline for submission of proposals, the Technical Proposal shall be opened by the Evaluation Committee and evaluation will be done.

(xi) Bidders who are technically qualified will be intimated through KPP Portal only and the Financial Proposal of qualified bidders will be opened in the presence of bidders who choose to attend.

Refund of the EMD

The EMD amount of the unsuccessful bidders will be refunded to the respective Bank accounts of the Bidders registered in the KPP Portal system.
The Earnest Money Deposit of unsuccessful Bidder will be returned after the award of proposal to the successful consultant.
The Earnest Money Deposit of the successful Bidder will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement.
The Earnest Money Deposit may be forfeited under the following circumstances:

1. if the Bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity.
2. if the Bidder does not accept the correction of the contract Price, pursuant to Clause 2.5.6; on
3. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
   a. Furnish the required Security deposit; or
   b. Sign the Agreement.
4. in case the Bidder submits fake documents such as Annual Financial Turn Over, Work Done Certificate etc., relevant to the proposal.

Technical Bid: -

- The Technical bid shall comprise of the documents mentioned in the RFP document. The bidder will have to submit the documents online in the website as per the terms and condition of RFP document.

- The Technical Proposal to be submitted online. Proposal must be submitted as per prescribed format in Bid-Data Sheet. The Technical Proposal shall be opened online at the notified date. The Bidder can view the opening date by logging into web-site.

Price Bid: -

- Bidder must submit the Price bid document as per the format given in RFP and upload the same as per instructions therein. **Physical submission of price bid will not be considered and will result in disqualification of the Bidder**. **No reference of Price Bid should be anywhere mentioned in the**
  Technical Bid. Any Indication of Price Bid in the technical proposal shall result in disqualification of the Bidder. The price bid of technically qualified Bidder shall be opened online. The Bidder can view the price bid opening date by logging into web-site.
- BBMP reserves the right for extension of due date of opening of technical bid.
- On the due date of KPP Portal opening, the technical bid of Bidder, EMD and tender fee will be opened online.
- In case, due date for opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the conditions of RFP by the Bidder shall not be allowed and such bid shall be liable for rejection.
- An amount of 05% of the contract value shall be deposited with BBMP as Performance guarantee in form of Bank Guarantee/DD/FDR.
- The Price Bid is exclusive of Advertisement taxes, Exide duty, Royalty,GST & any other applicable taxes.

For amendment, if any, please visit *https://www.kppp.gov.in*web site regularly. In case of any bid amendment and clarification, the responsibility lies with the Bidders to note the same from web site of *https://www.kppp.gov.in*.BBMP shall have no responsibility for any delay/omission on part of the Bidder.

Annexure A: Bid Data Sheet (BDS) and Instructions to Bidders

This BDS shall be duly filled in by the Bidder and submitted as part of the Technical Proposal.

1. **Bid Data Sheet (BDS) and Instructions to Bidders**

1 Name of the Client: Bruhat Bengaluru Mahanagara Palike

2 Method of selection: **Least Month Quote**

3 Financial Proposal to be submitted together with Technical Proposal: **Yes**

Note: Financial and Technical proposal must be submitted online. Payments of EMD and tender document fees to made online only. The Financial Proposal shall be submitted online.

4 Title of contract: Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits.

5 Client Representative:
EXECUTIVE ENGINEER-5
SOLID WASTE MANAGEMENT DIVISION
BBMP, BENGALURU

6 Pre Bid meeting will be held: **Yes**
Bidder may mail their Queries on BBMP email address in the format enclosed as point 2 below on or before the last date for submission of such queries.

7 Proposals must remain **valid for 90 days** after the submission date indicated in BDS.

8 The Bidders are required to include with its Proposal, written confirmation of authorization to sign on behalf of the Bidder: **Yes**

9 Bidders **Eligibility Criteria**: **Applicable**
As per the eligibility criteria in section 4 of the Terms of Reference.

Note: Bidder must submit Work Order / Agreement / Completion Certificate as proof of Experience eligibility conditions mentioned. Bidder must submit Scanned documents in support of each of the above eligibility conditions. This should be enclosed with the Technical Bid.

2. **Format for submission of Pre-Bid Clarifications**

Mobile No

Email Id

SlNo	Page No	Section No	Clause No	Actual Clause in the RFP	Clarification Sought / Amendment Requested	
1						
2						
3						

3. Evaluation of Technical Proposal:

Bidder meeting all the eligibility criteria mentioned in clause 4 of the Terms of Reference will be Technically Eligible for the contract. Financial proposal of all Technically Eligible Bidder shall be opened. Documental proof of all the criteria mentioned in the eligibility conditions must be attached along with the formats provided in Annexure B.

4. Instructions to the Bidder

1. Introduction

1.1 The eligible Bidders are invited to submit online Technical Proposal and Financial Proposal for the Rfp.

1.2 The Bidder shall bear all costs associated with the Submission of its Proposal.

1.3 The Client is not bound to accept any Proposal, and reserves the right toannul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder.

Eligible Bidder

1.4 As specified in Clause 4 of the ToR.

Disclosure

1.5 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

1.6 **Bidder must disclose** if they are or have been the subject of any proceedings(such as blacklisting) or other arrangements relating to bankruptcy' insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

1.7 Bidder's must disclose if they have been convicted of or are the subject of any

proceedings relating to:

a criminal offence or other serious offence involving the
a) activities of a
criminal organization, or where they have been found by any regulator or
professional body to have committed professional misconduct;
corruption including the offer or receipt of an inducement of
b) any kind in
relation to obtaining any contract, with government authority;
c) Failure to fulfil any obligations in any jurisdiction relating to the payment
of taxes or social security contributions.

Anticorruption

1.8 A recommendation for award of Contract will be rejected if it is determined
that the recommended Bidder has directly, or through an agent, engaged incorrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases BBMP may declare the Bidder ineligible, either indefinitely or for a stated period of time and Bidders will be blacklisted for the said time.

Only one Proposal

1.9 Bidders shall submit only one proposal. If a Bidder submits more than one proposal, such proposals shall be disqualified. This also prohibits the inclusion of an individual expert, in more than one proposal.
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2. Clarification of

2.1 Bidders may request clarification of any of the RFP documents on or before the last date of submission of such clarifications. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's
Representative whose address is provided in the BDS. The Client will respond by standard electronic means within the period specified in the BDS, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Bidders who have formally indicated that they intend to submit a Proposal.

Amendment in RFP

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.
2.3 Any addendum issued shall be uploaded online on *https://www.kppp.gov.in*and will be binding on all the bidders

3. Preparation of Proposals

3.1 The Proposal and all related correspondence exchanged between the Bidder
and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Hindi), in which case, for the purposes of interpretation of the Proposal, the translated version shall govern

Cost of Bidding	**3.2** The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
	4.1 These instructions should be read in conjunction with information specific to scope of work contained in the RFP, Covering Letter, BDS and accompanying documents.
submission of Proposal	**4.2** Proposals must be received online before the deadline specified in the Key Dates.
Documents comprising the Proposal	**4.3** The Technical Proposal should contain all the documents as per the BDS/ToR in the requisite format and should be uploaded in PDF format. **Price Bid or any such reference should not be included in Technical Proposal**. Financial Proposal should contain price bid in the requisite format .
Technical Proposal(see Annexure B)	**4.4** The Financial Proposals for all qualifying Technical Proposals will be opened online as per key dates which are tentative and subject to change if required.
	4.5 The **Technical Proposal** must be submitted online only and shall contain the following:

Section 1-Responsiveness:
Covering Letter (**in Form Tech B.1);** Experience/ Capacity of Bidder to undertake tasks including Eligibility Fulfillment with documentary evidence, Service Tax and Income Tax Registration, etc. (**in Form Tech B.4**)

Section 2 - Technical and Financial Capacity:
Certificate of Financial Capability, Audited Balance sheets with Auditors Report for any Two year (Considering last 5 financial years upto 2022-23) **(in Form TechB.3)** . Project detail sheets outlining previous experience of the Bidder in similar projects
(Form Tech B.2);

Section 3 - Approach and Methodology:
Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, including charts and diagrams;

Section 4 - Matters not appropriate in any other section:
This includes:

1. Letter of Authorization, disclosures, if any; and
2. Declaration of conflict of interest, if any.
3. Declaration regarding blacklisting of Bidder by any government authority.
4. Declaration regarding non pendency of any civil or criminal cases against the Bidder.

Technical Proposal should not include any promotional

material,brochures, etc. An authorized representative of the Bidder shall initial all pages of the Technical Proposal. Each Section should be properly marked and properly segregated.

FinancialProposal(see Annexure C)

4.6 The Financial Proposal must be submitted online only.
The Financial Proposal shall contain the following:
Section 1: **Confirmation of acceptance of Conditions of Contract** (**Form Fin1**);

Section 2: Quote/Pricing as specified in BDS (Form Fin 2)
4.7 An authorized representative of the Bidder shall initial/Digitally sign the
Financial Proposal.

Submission instructions

4.8 Bidders are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.

4.9 Bidders are required to submit their Technical Proposals online. Bidders arerequired to submit the Affidavit and Authority Letter in Hard Copy and Onlinealso, as specified in the BDS.

Financial proposal

4.10 Bidder has to quote for number of months.

Currency of the Proposal

4.12 Proposal prices shall be quoted in number of months as specified in BDS.

Proposal validity

4.13 Proposals shall remain valid for the period specified in the BDS commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.

4.14 A Proposal valid for a shorter period shall be considered nonresponsive and will be rejected by the Client.

4.15 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidder to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or Permitted to modify its Proposal.

Format and Signing

4.17 deleted

4.18 The Financial and Technical Proposal shall be digitally signed and submitted online.

4.19 If the Financial Proposal is physically submitted the Proposal will be rejected.

4.20 The Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for not amended printed literature, shall be signed or initialed by the person signing the Proposal.

4.21 Any inter lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

Sealing and marking of Proposals

4.22 All pages of Technical Proposal Shall be signed and sealed by the authorized representative.

4.23 The Technical Proposal should be properly sealed and marked. Name of Project should be properly marked in inverted commas, Name and Address of Bidder should be mentioned. Any proposal if found open (not properly sealed) at the time of submission shall be rejected.

Deadline for submission of Proposals

4.24 Technical Proposals must be submitted online as specified on the BDS/Keydates.

	4.25 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with **Clause 2.2**, in which case all rights and obligations of the Client and Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.
	4.26 From the time, the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
Late Proposals	**4.27** The Client will not consider any Proposal that arrives after the deadline Prescribed by the Client for submission of Proposals in the Key Dates. Any Proposal received after the respective deadline for submission shall not be accepted.
5. Opening Proposals	**5.1** Both Technical and Financial Proposal will be opened online only as per the dates Mentioned in BDS/Key Dates.
6.Opening of Technical	**6.1** The Technical Proposals shall be opened online, and the following will be recorded:

Proposals	I. The name of the Bidder II. Eligibility of the Bidder
	6.2 Deleted
Opening of Financial Proposals	**6.3** The Financial Proposals of all non-qualifying Bidder will not be opened.
	6.4 All Bidders with qualifying Technical Proposals shall be informed through standard electronic means, of the date for opening of their Financial Proposals Online
	6.5 All Financial Proposals shall be scrutinized for any non-conformity, and modifications, if any, shall be made in accordance with **Clause 7.5.**
7. Evaluation of Proposals	7.1 Information relating to the examination, evaluation, comparison, and qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidder or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidder.
Undue influence	7.2 Any attempt by a Bidder to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
Clarification of Proposals	7.3 To assist in the examination, evaluation, comparison and qualification of Proposals, the Client may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.
Non-conformities, Errors and omissions	7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

	7.5 The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis (if applicable): if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in

	which case the amount in figures shall prevail subject to (a) above.
	7.6 If the winning Bidder does not accept the correction of errors, its proposal shall be disqualified.
Client's right to accept any Proposal, and to reject any or all Proposals	7.7 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without Thereby incurring any liability towards the Bidder.
8. Award of Contract	**8.1** Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder(s), in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidder of the results of the bidding.
Notification	**8.2** Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. .
Availability of personnel	**8.3** The Bidder shall confirm the availability of all personnel as indicated in its Proposal.
Signing Contract	**8.4** Promptly after notification, the Client shall send to the successful Bidder the Contract and the Special Conditions of Contract (draft attached in this RFP)
	8.5 The successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.6 All formalities relating to the signing of contract must be completed within **fifteen working (15) days** of notification of award.
Start date	**8.7** The Bidder is expected to commence the Services on the date and in accordance with the Timelines as mention in Rfp / online data sheet.

Annexure B: Submission Forms

1. **Tech B.1: Covering Letter**

[Location, Date]

To *[Name and address of Client]*

_____

_____

_____

Subject: - **Technical Proposal for *Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits***

Dear Sir / Madam

We, the undersigned, offer to provide the Services for the **Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits** in accordance with your RFP and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal.

We hereby declare that we have read the Instructions to Bidder included in the RFP, and abide by the same, and specifically to conditions mentioned in the ToR.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Services related to the assignment not later than the date indicated in the Rfp.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature ***[In full and initials]:***
Name and Title of Signatory:
Name of Firm:
Address:
Contact No:
E mail id:

2. **Tech B.2: Project Detail Sheet**

Category: ***[insert similar assignment category as specified under Eligibility and evaluation criteria mentioned in BDS]***	
Assignment Name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff in the assignment*:	

3. **Tech B.3: Financial Capability of Bidder**

Name of Bidder		
Annual Turnover in theyear for any two year from the last 05 Financial Years upto 2022-23	**Minimum Rs.206.00 Lakhs (10% weightage will be considered for each year to bring to the current year level)**	2019-20 Rs…… 2020-21 Rs…… 2021-22 Rs…… 2022-23 Rs…… 2023-24 Rs……

Certificate from the Chartered Accountant

This is to certify that _____ has received the payments shown above against the respective dates on account of wok done/services rendered.

Name of the Audit Firm:

Seal of the audit firm

Date:

Signature:

Name :

Designation:

Note: Attach Audited Balance sheets with Auditors Reports for last years as Documentary evidence in Support

4. **Tech B.4: Details of Bidder**

Sr. No.	Particulars	Details
1	**Name of Firm**	
2	**Country of Incorporation / Registration** *(Please attach documentary evidence)*	
3	**Date of Incorporation / Registration (***Please attach documentary evidence)*	
4	**Registration Number** (*Please attach documentary evidence)*	
5	**Registered Address**	
6	**GST Registration Number**	
7	**Income Tax Registration**	
8	**Details of Other Branches (if Any)**	
9	**Name and contact details of Authorized Signatory** *(Please attach authorization certificate)*	
10	**Brief Description of Company**	
12	**Details of individuals who will serve as the point of contact/communication within the company:** *(Including Designation and Contact number)*	

Annexure C: Financial Proposal Submission Forms

1. **Fin 1: Confirmation of acceptance of Conditions of Contract**

[Location, Date]

To *[Name and address of Client]*

_____

_____

_____

Subject: - **Financial Proposal for**

Dear Sir / Madam

We, the undersigned, offer to provide the Services for the **"Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits Package 1B (Reserved of ST Community)"** in accordance with your Request for Proposal dated ***[insert date].*** We are hereby submitting our Financial Proposal for the same.

We confirm that we accept the Conditions of Contract provided in the RFP.

Our financial proposal shall be binding upon us subject to the modifications agreed to between both the parties, up to expiration of the validity period of the Proposal (90) Days from Proposal Due Date PDD)

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature ***[In full and initials]:***
Name and Title of Signatory:
Name of Firm:
Address:
Contact No:
E mail id:

2. **Fin 2: Financial Proposal Quote : (Least Month Quote Method)**

Project Title: "**Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits**" The bidder who Quoted lowest Break even months shall be the successful bidder, However the Ground rent is fixed at **Rs 55000/- per toilet Per Annum For this package.** The ground rent is incremented by 5% after 4th year for the next consequent years.

Package – 1B

Sl. No	Description	Type of toilet	Break even no of Months (Months To be quoted)	
			In fig	In words
1	**Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits Package 1 B at 07 Locations (Reserved for ST Community)**	Type 1		

1. ***The bidder quoting the lowest number of months shall be awarded the project subject to eligibility criteria and technical score of the bidder.***
2. ***The bidder shall visit the said selected tentative locations and quote the respective breakeven months..***

Authorized Signature ***[In full and initials]:***
Name and Title of Signatory:
Name of Firm:
Address:
Contact No:
E mail id:

Annexure D: Terms of reference (TOR)

1. **Introduction**

BBMP intends to develop SHE Toilets in various places. BBMP seeks eligible bidders to design, engineer, procure, built, operate & maintain through public private partnership, SHE Toilets along with additional services which may include one or any of the services like a resting zones (lounge area), baby feeding room, janitor room services and/or any other such service which shall be approved by BBMP and are in larger public interest towards providing better services to citizens. The project intends to cover public places with high visitors as well as commuter footfall areas.

BBMP hereby invites interested parties/vendors for implementation of the said project in PPP model (Design, Build, Finance, Maintenance, Transfer and Operate). BBMP shall provide required land as available, at following 07 locations in Bengaluru city.

Suggestive Locations for development of SHE Toilets with advertisement right:

1.Mahadevpura, Banjara Layout Near Bus Stop .
2.RR NAGAR, Beside Jalahalli Cross, Near Jalahalli Underpass.
3.East, Hennur Main road, Saitpalya layout, Kacharakanahalli ward.
4.West, Near Nandini Layout Bus Stand, Opp. Kempegowda Samudaya Bhavana.
5.R R NAGAR, Muddinpalya Circle.
6.Bommanahalli,27th main road Opp Union Bank.
7.WEST,Kempegowda Metro station Sevanagar.

These locations are tentativeor its competent authority may change the locations.

Total number and area of identified locations may be increase or decrease and decision of BBMP or its competent authority may be final in this regard.

2. Scope of Work

Following activities shall be conducted under the scope of work of this assignment:

2.1 Design, build, finance, operate, maintenance and transfer of the SHE Toilets with advertisement rights

The overall design and build of the SHE shall be Innovative, State of Art in Aesthetic, using latest technology for construction, space saving compact design and Information technology components using Internet of Things (IOT), mobile application, water and electricity conservation, waste management, security, hygiene, etc.

The Construction area size can be increased or decreased according to the public area or footfall or local condition. A final design shall be prepared and submitted by the selected agency considering all such aspects for approval by BBMP.

Overall functions of the facility shall be managed through a mobile application allowing users to register, booksfor the usage. The application shall provide for various features like managing of user profile, passwords, usage tracking, GPS coordinates mapping for locating the facility, security, etc. No use fees to be levied for the facility users.

A few facilities and their requirements are given below. It may be noted that these are only minimum indicative and bidder can propose additional facilities.

The advertisement space for type 1:7.5 sqm and Type 2: 12.5sqm

2.2 Smart Toilets:

The complex shall accommodate separate toilets and urinals for female. The number of such toilets shall be finalized on basis of final area allotted at a particular location and as per design submitted by selected agency and as per approval by BBMP.

The structure can be of prefabricated modular design for easy de-assembling and assembling with minimum effort and cost.

Toilets shall have a Safe and secure locking system of the toilets for providing the users a safe, healthy and secure environment. The toilets should have technology enabled Smart Automatic Toilet Seat, dual flushing option, nozzle self-cleaning function, Water temperature adjustment, etc.

The urinals should be waterless type and touch free.

The toilets shall also have facility for washbasin and showers for a full facility service to a user. The showers should be wall mounted, with hot/cold Thermostat with automatic shower stop timer to save electricity and water.

Toilets and facilities for the women has to be provided free of cost.

2.3Resting/Feeding/Sit out area:

If there is space available in open at the identified locations, the same may be utilized for providing a Sit Out Area arrangements for the development of eco-friendly atmosphere with ornamental and horticultural plants for the public to rest.

2.6 Other features/facilities:

Provision of visible back-lit advertisement space in the design to generate revenue from advertisement. This advertisement panel would be a major revenue source. The maximum Advertisement area should be limited to 7.5 Sqm for Type-1 and and for Type -2 it is limited to 12.50 Sqm.

No Gantries or cantilever or Hoarding advertisement is allowed in this project.

The advertisement shall be on the wall of the toilet as per the size specified above.

A digital video wall would be placed at every location which would run advertisements of business and commercial entities to generate revenue. 20% of the time would be allocated for public awareness, government announcement/messages and social messages.

Toilet Complex should have adequate illumination with energy efficient lights with solar based LED's.

The design of the toilet complex shall have advertisement space along all the possible faces of the toilet complex units.

Toilet Complex shall be unisex Indian or western toilet.

All Toilet complexes shall have adequate water storage tank the necessary permissions/ government approvals for the same shall be facilitated by the bidders only with the Client approval.

The water connection for the Toilet Complex shall be provided by the contractor on his own with appropriate approval if it needed from the client the same will be granted. The bidder shall use the water in a responsible manner and take all precautions to avoid wastage of water.

The sewage line location will be provided by BBMP. In case of non-availability of sewage line at proposed locations, the additional space of 250 Sq.Ft for setting up of sewage tank will be provided.

Electricity supply: The Successful bidder shall ensure adequate electricity, Ventilation system for Odor free toilet, supply for proper lightings inside the washroom. The supply shall be arranged and paid for by the bidder. Client shall provide all assistance in getting various clearances from govt agencies to get the electricity connection on successful bidder name. Laying of electric cables / connection / payment of usage charges shall be the responsibility of the Successful Bidder.

2.7 **Accessibility, Safety, Security and hygiene** : the Successful Bidder needs to maintain the sanity of the toilet complex and near surrounding to ensure hygienic condition of the area. The following measures shall be complied by the Successful Bidder to maintain the hygiene conditions.

a) Toilet complex should have barrier-free access with skid-free ramp.

b) Toilet complex should have at least two proper (Kannada and English) signage.

c)Facility of toilet papers, sink, hand wash, paper towels, Sanitary Pads, Vending Machine, Mobile Charging, SOS facilities etc shall be maintained by the Successful Bidder

d)Provision of smart bio degradable dustbins, along with disposable carry bags inside as well as outside the toilet complex. The dustbins should be of two types. Green colour bin for segregate organic waste such as food left over's, papers and other bio degradable waste. And a separate Blue colour bin for inorganic wastes such as plastic, bottles, etc. The bins shall be maintained Neat & Tidy.

d) Full time deployment of a maintenance staff, in uniform, to clean and maintain the hygiene condition of the toilets and to check the same after every use.

e) IOT enabled Automated and secure door locks to ensure the security of the users.

f) Necessary indoor and outdoor CCTV unit for monitoring movements.

g) Neon Glow sign board with detailed signage's shall be installed by Agency on building structure and Cubical glow sign board shall be installed by Agency on pole at the main road showing the connecting road, directions & location.

h) The Agency shall ensure that a metallic plate (minimum size of 1 feet by 1 feet) with embossed Swachh Bharat Logo or IT enabled device as approved by Competent Authority is installed in each Toilet complex.

2.8 Smart Management:

a) The toilets should be managed by use of IoT technology through a mobile application. Provision of automated IOT enabled entry would be advantageous

b) The management technology should have at least toilet hygiene level and user data collection system.

c) Agency shall ensure providing & installation of ITS based stink sensor devices and ITS based Person counter system.
d) The management technology should have toilet quality monitoring and surveillance system.
e) Toilet complex should have feedback system.
f) Toilet complex should have fire and safety alarm system.

g) Provision of Water softener plant and water conservation mechanism shall be responsibility of the selected agency.

h) As possible, solar panels shall be installed by selected agency to use alternate energy source and conserve electricity

i) The appropriate manpower shall be deployed by the bidder at the facility to ensure proper maintenance and customer service.

j) Agency shall be install & provide motion sensor for automatic light control in Toile Complex as mentioned below:

- STAND ALONE CEILING P.I.R. MOTION SENSOR with sensitivity, time, lux, retrigger & bypass controls. Energy Saving Device, Automatic Switch and Security Device. Can switch up to400W electrical load.
- Standalone
- 220 V AC operations Ceiling mount
- Can independently switch electrical load of up to 400W
- Can switch heavier electrical load by connecting additional relays.
- Dual Element Pyro Electric sensor Detection angle 360°, Detection range 6m at 3m height at 25°C Sealed optics
- Sensitivity control Lux (Light) level control for operation

2.9 Reporting:

The Successful Bidder shall submit the usage information along with users ' feedback report of the toilet complex to the BBMP every quarter.

3. Payment Terms and bidding criteria

The financial proposal must be submitted in terms of Duration Dynamic model in months. The annuity quoted shall be in positive. The bidder shall furnish the following financial from as per the Fin form-2.

The bidder who Quoted lowest Break even months shall be the successful bidder, However the Ground rent is fixed at Rs **55,000.00 Per Toilet Per Annum For this package**. The ground rent is incremented by 5% for every 4th year.

The amount shall be paid by the successful bidder annually from the date of operation of the project.

4. Eligibility Criteria

Technical Capacity

1. The Bidder should be (a) Company registered under the Indian Companies Act, 1956, (b) Partnership Firm registered under the Indian Partnership Act, 1932 (c) Sole Proprietorship concern. Consortium/Joint Ventures in any form is not permitted.

2. Bidder should have Work done certificate for Construction of Toilets blocks or Building of an area of **12.00 Sqm** under PPP /EPC Project of any Govt. Department in any 01 year form last five financial years. Details should be furnished along with performance letter issued by an officer of grade not less than Executive Engineer of any Govt departments.

3. If The Participating Bidders has advertisement projects under PPP in BBMP / Other Govt. Department they shall upload "**No Due Certificate**" issued from BBMP Advertisement department or Other Govt. Department stating that the agency has no dues from BBMP by way of advertisement tax and ground rent or by any means.
4. Further, in case of reserved locations for Schedule caste and Schedule tribes all the members or in case of firm the Proprietors, partners, directors etc all should be from the Schedule Caste and Schedule Tribes Community only. For this they should submit a copy of the **Caste Certificate** issued by the competent authority
5. The bidder should have valid registration number/GSTIN.

6. Bidder should have valid Income Tax returns for the last one assessment year and PAN Card.

7. The bidder should not have been blacklisted by any authority in India. An Undertaking to this effect may be submitted at the time of submission of bid Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria.
8. Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:
   - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
   - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
   - participated in the previous Tender for the same work and had quoted unreasonably low tender prices and could not furnish rational justification.

Financial Capacity

Turnover of Rs 206.00 Lakhs (Rupees Two Hundred and Six Lakhs Only) in any 1 (One) Financial Years from the last 05 financial years.

5. Selection Procedure

1. Least Months quoted bidder based on Dynamic Duration Model.
2. The bidder shall be allocated land/space for the operation of the public toilet with integrated vending facility by the client for the period of the Contract.
3. The Successful bidder shall Construct, operate and maintain of public toilet complex's and the ownership will lie with BBMP after the concessionaire period is over.

6. Evaluation Criteria

The bidders will be scored as per the below mentioned scoring criteria. Bidders will be ranked based upon their scoring from highest marks to lowest marks. Bidders Scoring 75 Marks or above shall be considered for Financial bid Opening. The marks shall be awarded as per the criteria in the table below.

Qualification Marks schedule for Group 1			
1	**Capacity of the Bidder**		
1.1	Experience of the bidder for more than 1 years from last five financial years in any Govt. Departments (Proof of registration/License in any department should be provided)	10 Marks	30 Marks
	Experience of the bidder more than 1 year from last five financial years (Advertisement Field) in any Govt. Departments	10 Marks	
	Experience in construction of Toilets /building under PPP/EPC	10 Marks	
1.2	Turnover of bidder Rs 206.00 Lakhs and above	20 Marks	20 Marks
1.3	O&M of toilet/building facilities more than 01 year Assignment from last five financial years in any Govt. Departments	10 marks	10 marks
1.4	Design and Technicality of proposal submitted by the bidder to execute the work	20 marks	20 marks
1.5	ISO Certification	05 marks	05 marks
1.6	Karnataka /Local Bidder	10 marks	10 marks
1.7	Quality & Experienced team of Urban Planner Engineers / Structural QC Engineers	05 Marks	05 Marks
		Total	**100 Marks**

7. **Service level Assessment:**

The successful bidder shall comply the service level benchmarks as per the criteria.

Sl. No.	**Assessment Criteria**	**Benchmark**
1	Days of operations	The toilet complex shall function minimum of 30 days every month including public holidays.
2	Operation of toilet	The toilets in the complex shall be functional all the time
3	Operation timings	The toilet complex shall be functional as per market/local area operation in day *
4	Maintenance	All the component as specified in the Terms of reference shall be functional
5	Cleanliness	Toilets shall be checked and cleaned twice in a day.

Exception may be considered with prior notice and approval of the client.

8. Time Frame for the Project

The successful bidder and the Client shall execute the project in accordance with the below timelines

S.No.	Milestone	Timeline
1.	Signing of the Contract	T
2.	Allotment of land by the Client	T + 1 weeks
3.	Sharing of the Design Document/construction details and Plan by the successful Bidder with the client	T + 2 weeks
4.	Signoff of the Design Document by the Client	T + 3 weeks
5.	Client facilitation for government approvals for electricity supply, Sewagewater storage tank, sewage supply and any other approvals required forthe operation of the toilet café.	T + 5 weeks
6.	Start of operation of the Toilet Café	T + 6 weeks

9. Special Conditions of Contract

The Location and facilities shall be provided by the client as per land/area availability. The following locations/nodes of the city shall be preferred.

1. Transit Hubs – These locations shall include Bus stands, railway stations and other nodes of transport in the city.
2. Tourist Nodes – Places of Tourist Interest such nearby temple complex, parks etc.
3. Market/Retail Nodes – Places of retail markets, etc with high footfall.
4. If required, with prior approval from competent authority BBMP may increase or decrease the number of location / area on same terms and condition.

Annexure E: Standard Contract Document

1. Section1: Form of Contract

CONTRACT FOR:	**Construction of SHE Toilets under Design, Finance, Built, Operation and Transfer (DFBOT) based on duration dynamic model under commercial advertisement rights in BBMP Limits** [*Please insert project number*]
CONTRACT NUMBER:	
THIS CONTRACT is made BETWEEN:	[*insert Client+* (hereinafter referred to as 'the Client')
AND:	[*name of Bidder]* (hereinafter referred to as 'the Bidder') ******Please insert the name of the Bidder's representative and communication address of the Bidder*]

WHEREAS:

A. BBMP on behalf of the Executive Engineer, Road Infrastructure Division (**'the Client'**) requires the Bidder to provide the services as defined in Section 4 (**'the Services'**); and

B. The Bidder has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference as Mentioned in the RFP

Section 5: Schedule of Payment

Section 6: Performance Guarantee

Annexes: Detailed at Special Conditions of Contract, **Clause 2.**

This Contract constitutes the entire agreement between the Parties in respect of the Bidder's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in the RFP document.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Bidder within **30 days** of the date of signature on behalf of the Client; the Client, or participating Urban Local Bodies (ULB) will be entitled, at its (their) sole discretion, to declare this Contract void.

No payments shall be made by the Bidder under this Contract until a copy of the Form of Contract, signed on behalf of both the parties, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Bidder shall execute this contract in accordance with the timeframe of the Project as per Clause 8 of the TOR of the RFP document. Unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Payments

Payments under this Contract shall be a lump sum amount being [***insert Total Amount in numbers and words***] paid on a monthly basis by the bidder to the client as agreed to between the partiesin accordance with the financial proposal of the Bidder.

5. Time of the Essence

Time shall be of the essence as regards the fulfillment by the Bidder of its obligations under this Contract.

For and on behalf of Client

Signature:

Name: Date:

For and on behalf of Bidder Signature:

Name: Date:

Witness 1

Name:

Date:

Address:

Witness 2 Name:

Date:

Address:

2. Section 2: General Conditions of Contract

Definitions and Interpretation

1. Definitions

a) 'The Bidder' means the person(s), partnership(s) or company (ies) with whom this Contract is placed.

b) 'The Bidder's Representative' means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Bidder.

c) 'The Bidder's Personnel' means any person instructed pursuant to this Contract to undertake any of the Bidder's obligations under this Contract, including the Bidder's employees, agents and sub-Bidders.

d) 'Sub-Bidder' means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Bidder.

e) 'The Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.

f) 'Payments' refers to the amount specified in Section 1 and is the amount payable by the Bidder to the Client under this Contract.

g) 'The Services' means the services set out in the Terms of Reference of the RFP and made a part of this contract as per Section 4.

h) 'The Project Officer' means the person named in **Section 3** who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.

i) 'The Contract Officer' means the person named in **Section 3** who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.

j) 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.

k) 'Contract Price' means the price payable by the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

l) 'Contract' means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including the RFP document, all attachments, appendices, and all documents incorporated by reference therein.

m) 'GCC' mean General Conditions of the Contract.

n) 'SCC' means the Special Conditions of Contract.

o) 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.

p) 'Control' means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

2. Interpretation

2.1 In the event of any inconsistency between the Form of Contract (**Section 1**), these General Conditions (**Section 2**) and the Special Conditions (**Section 3**), the Special Conditions shall prevail.

2.2 Except as expressly provided in **Clause 3** the Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.

2.3 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.

2.4 All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in **Section 3.**

3. **Concession**

3.1 GRANT OF CONCESSION:

Subject to and in accordance with the terms and conditions set forth in this Agreement, Client hereby grants and authorizes the Bidder for Construction of Bio Toilets and Café with advertisement rights on PPP Mode/ the Project Facilities and to exercise and/or enjoy the rights to collect revenue from advertisement, sale in café and usage of Toilets.

2.2 CONCESSION PERIOD:

The concession period will be upto the quoted months based on duration dynamic model and will be commenced from the date of signing of the Contract excluding Six months of implementation period.

2.3 ACCEPTANCE OF THE CONCESSION:

The Bidder hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the terms and conditions set forth in this Agreement and the RFP document.

Obligations of the Bidder

4. **Obligations**

4.1 The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

5. **Personnel**

5.1 All members of the Bidder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder complies with all the Bidder's obligations under this Contract.

5.2 No changes or substitutions may be made to members of the Bidder's Personnel identified as key personnel in **Section 4** of this Contract without prior written consent of the Client.

5.3 Replacement of Bidder's Personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client.

5.4 If the Client considers any member of the Bidder's Personnel unsuitable, the Bidder shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.

4.5 The Bidder is responsible for all acts and omissions of the Bidder's Personnel and for the health, safety and security of such persons and their property.

6. **Sub-Bidders**

6.1 The Bidder shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

7. **Disclosure of Information**

7.1 The Bidder, Bidder's Personnel and the Client shall not, without the prior written consent of the other party disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

8. **Intellectual Property Rights**

8.1 All the intellectual property rights in the name, concept, designing, logo and such other similar rights in the Toilet Café shall be vested in the Bidder and in no case the client shall use the same, except for the purposes mentioned under this contract and exclusively after due recognition been given to the ownership of Bidder in these rights.

9. **Confidentiality**

9.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party.

9.2 Exceptions to Confidentiality: The restrictions imposed by Article 9.1 shall not apply to the disclosure of any information: i. which now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtained with no more than reasonable diligence from sources other than the Parties. ii) Which is required by law to be disclosed to any Person who is authorized by law to receive the same.

10. **Access**

10.1 The Client will have access to the data collected by the Bidder if required. Client will treat all information or data in confidence and would require all those who have access to such material to treat the same in confidence.

11. **Corruption, Commission and Discounts**

11.1 The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:

a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavor to any person or entity in relation to any contract; or

b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

11.2 Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

12. **Indemnity**

12.1 Except where arising from the negligence of the Client or Client's employees, the Bidder shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Bidder or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

Price and Payment

13. Taxes and Duties

13.1 The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India. Bidders will be paid additional Service Tax as applicable.

Force Majeure and Termination

14. **Force Majeure**

14.1 Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

14.2 From the date of receipt of notice given in accordance with **Clause 14.1**, the Client may, at its sole discretion, either suspend this Contract for up to Concession period ('the Suspension Period') or terminate this Contract forthwith.

14.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

14.4 Any termination of contract due to a force majeure event shall not inculcate any liability on the bidder for non-fulfillment of contract

15. **Suspension or Termination of the Contract**

15.1 Either party may terminate this contract by giving the other party a notice of **90 days**.

15.2 Where this Contract is suspended under **Clause 14.2** and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

15.3 Where this Contract is terminated in accordance with this Clause, the Bidder shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

General Provisions

16. **Variations**

16.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No.'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4. In case of amendments in terms of reference the fees for the additional tasks if any shall be decided in mutual agreement

17. **Assignment**

17.1 The Bidder shall not, without the prior written consent of the Client, assign or cause to be assigned or red, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under this Contract or any part, share or interest therein.

18. **Law and Jurisdiction**

18.1 This Contract shall be governed by the laws of Republic of India.

19. **Amicable Settlement**

19.1 Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to the Arbitration Tribunal constituted as per the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be Bengaluru.

3. Section 3: Special Conditions

1. Officials

1.1 The Contract Officer is: [***please insert details as below***] Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.2 The Project Officer is: [*please insert details as below*] Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.3 The Bidder's Representative is: **please insert details as below*] Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

2. **Additional documents to be included in this Contract**

The following documents are included in and form part of the Contract: Annex X. Minutes of the meeting between the Client and the Bidder dated xx xxxx [If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.

3. Payment Structure

The payment schedule is contained at clause 4 of Section 1 of the Contract.
Ground rent and Advertisement taxes has to be paid in the starting of the financial year i.e 1st week of the April. If the contractor fails to pay the ground rent and taxes the contract gets cancelled.

4. Section 4: Terms of Reference

The Bidder shall perform the contract as per the Terms of Reference ("**ToR**") of the RFP and as provided under this agreement.

5: deleted

Section 6: Salient Features:

- First priority for identification of places for toilets has been given near playgrounds, parks, high pedestrian zones, commercial areas, schools/colleges/major institutional places etc.
- Location of the toilets finalized after the field inspection.
- Toilets should not occupy the full width of the Footpath. If the footpath is of varied width then uniform width of the footpath was taken as the minimum width and the toilet may be constructed at the under width portion. However, minimum width shall not be less than 1.5 meter. If the minimum width is less than the 1.5m the alternative 1.5m be left and under width portion used for toilets.
- Entrance of the toilets should not face the road.
- Proto types of the toilets need to be designed as per Type-1 (6′ X 12′) & Type-2 (6′ X 20′) Models.
- The following facilities to be provided in the toilets,
- Feeding room / changing room.
- Sanitization room (Vending Machine)
- Automatic Sensor Machine.
- Hand wash / Mirror.
- Granite Cladding, Vitrified Flooring.
- Space for Advertisement on the Toilets block shall be fixed.
- Led lights outside and inside the toilets should be provided.
- CCTv cameras should be installed outside the toilets.
- Feedback Machine should be installed.
- Advertisements should not be published on separate structure / Cantilever structure.
- The total number of toilets can be sustainably divided into 4 packages with 1 package for SC bidders and 1 package for ST bidders as per Government Orders.
- The package bidding parameter shall be the least duration of handing over the assets back to the BBMP

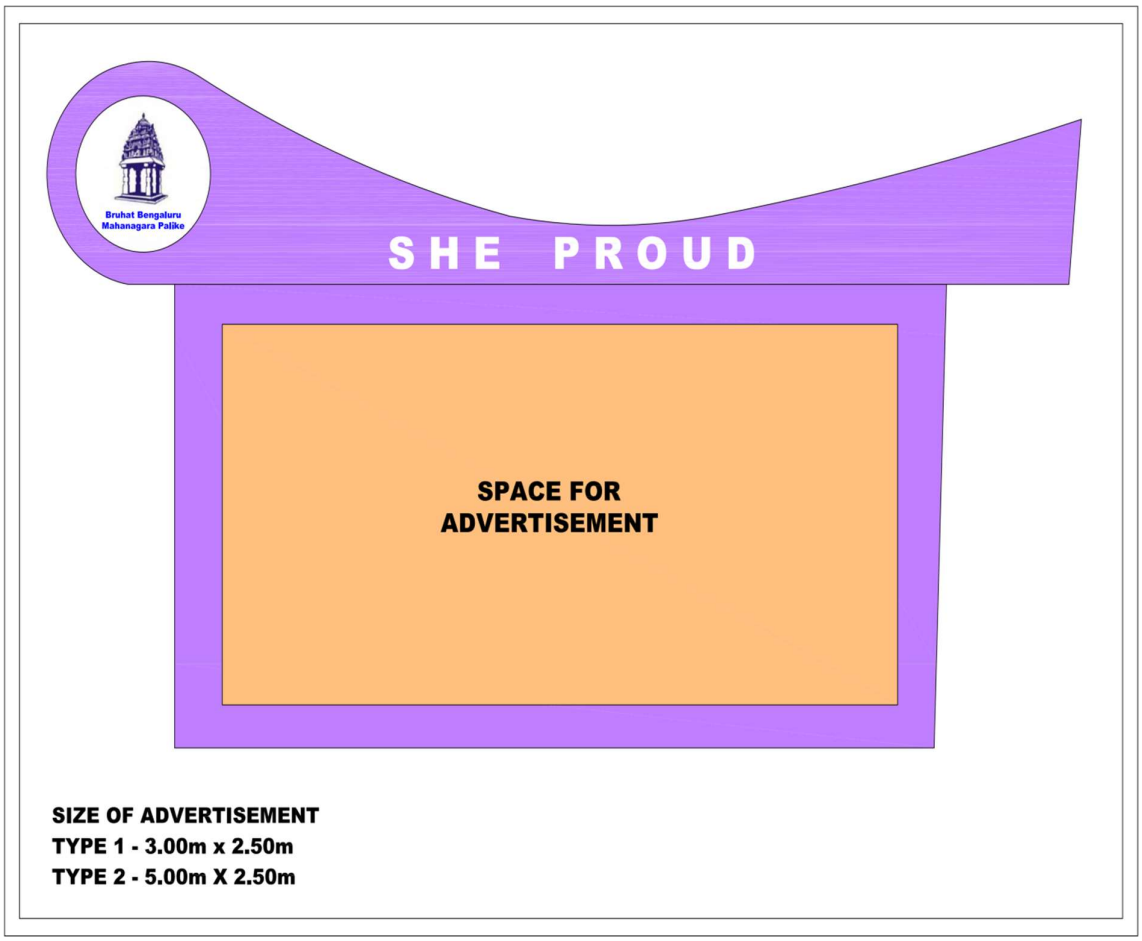
Contractor's revenue:

1. Advertisement rights.

BBMP Revenue:

1. Ground rent.
2. Tax on Advertisement.
3. Assets transferred to BBMP

Section 7: Design and Drawings:


Bruhat Bengaluru Mahanagara Palike
SHE PROUD
SPACE FOR ADVERTISEMENT
SIZE OF ADVERTISEMENT
TYPE 1 - 3.00m x 2.50m
TYPE 2 - 5.00m X 2.50m